

Releasable

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# The Travelers Indemnity Company

Hartford, Connecticut

## Declarations

☐ Excess Liability Policy☒ Quota Share Excess Liability Policy

Pol. No. JEX- 144T994-A-77

The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto.

Item 1. Named Insured: MONSANTO COMPANY

Address: 800 NORTH LINDBERGH BOULEVARD  
ST LOUIS, MO 63166

Item 2. Policy Period: From APRIL 1, 1977 to APRIL 1, 1978  
12:01 a.m. standard time at the address  
of the named insured as stated herein.

Item 3. Premium: Advance Premium  
\$ 1500 (Flat Charge)

PREMIUM TO BE COLLECTED UNDER TPB #03598

Item 4. a) Quota Share: 4 per cent  
1,000,000 of 30,750,000

b) Limits of Liability \$ 1,000,000 each accident or occurrence

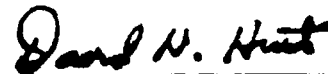
c) Annual Aggregate \$ 1,000,000 when aggregate applicable

Item 5. Underlying Policies and  
Limits:

<u>Policy</u>	<u>Limits</u>	<u>Company</u>
VARIOUS	\$98,000,000	VARIOUS
TR-MSL-144T924-4-77	2,100,000	THE TRAVELERS INDEMNITY CO

Item 6. Symbol numbers of endorsements forming  
a part of this policy on its effective date: 4168A

Countersigned by



Date of Issue: 04-12-77 MHJ

THOMAS E. SEARS - INC.

INSURANCE  
PARK SQUARE BUILDING  
37 ST. JAMES AVENUE  
BOSTON, MASS. 02116

C-14505 Ed. 3-71 Printed in U.S.A. 1271

MONS 154406

The Travelers Indemnity Company  
Hartford, Connecticut

(A Stock Insurance Company, Herein called the Company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to all the terms of this policy:

1. Coverage. To indemnify the insured for such loss as would have been payable under all of the terms of the liability coverages afforded by the underlying policies applicable to the accident or occurrence if the limits of liability stated in Item 4 of the declarations were available under the underlying policies in addition to the limits of liability stated in Item 5 of the declarations (hereinafter called the "primary limits"); provided the Company's obligation hereunder shall apply only to loss in excess of such primary limits.
2. Limits of Liability. Subject to paragraph 7, liability under this policy shall attach to the Company only after the underlying insurers have paid or been held to pay the full amount of their respective limits of liability as described in the underlying policies, and the limits of liability of the Company under this policy shall then be as follows:
  - a. If this policy is designated in the declarations as an Excess Liability Policy, the limit of liability stated in Item 4b of the declarations as applicable to each accident or occurrence is the total limit of the Company's liability for all loss as a result of one accident or occurrence,
  - b. If this policy is designated in the declarations as a Quota Share Excess Liability Policy, the limit of the company's liability for all loss as a result of one accident or occurrence shall be the per centage, stated in Item 4.a. of the declarations, of the amount for which the insured is liable in excess of the underlying limits, or the amount stated in Item 4.b. of the declarations, whichever is less, and
  - c. Subject to the above provision respecting each accident or occurrence, the limit of liability, if any, stated in Item 4c of the declarations as "annual aggregate" is the total limit of the Company's liability under this policy for all loss. Such limit applies separately to each annual period of the policy; each such limit running consecutively and ending on the anniversary of the policy inception date.
3. Payment of Costs. "Costs" incurred by the insured personally, with the written consent of the Company, and for which the insured is not covered by the underlying insurers because of the exhausting of the underlying limits, shall be apportioned as follows:
  - a. Should any claim or claims be settled or reduced to judgment for not more than the underlying limits, no "costs" shall be payable by the company.

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- b. Should any claim or claims be settled or reduced to judgment for an amount in excess of the underlying limits, then the company shall contribute to the "costs" incurred by the insured in the ratio its proportion of the loss as finally adjusted bears to the whole amount of such loss.
- c. In the event that the insured elects not to appeal a judgment in excess of the underlying limit, the Company may elect to conduct such appeal at its own cost and expense, and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Company exceed its limit of liability as stated above, plus the expense of such appeal.
- 4. Subrogation. In the event of any payment under this policy the company may, at its option, participate with the Insured and any underlying insurer in the exercise of all the Insured's rights of recovery against any person or organization liable therefor. Recoveries shall be applied in the following order:

To reimburse

- 1. Any interest (including the insured) that may have paid any amount with respect to liability in excess of the limit of the company's liability hereunder;
- 2. The company for the amount paid hereunder.
- 3. All other interest (including the insured), with respect to the residue, if any.

When the company has elected to participate in the exercise of the Insured's right of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

- 5. Attachment of Liability. Subject to paragraph 7, liability under this policy shall not attach unless and until the underlying insurers shall have admitted liability for the primary limits or unless and until the insured has by final judgment or by settlement with the consent of the Company been adjudged to pay a sum which exceeds such primary limits.
- 6. Application of underlying insurance. This policy, except where provisions to the contrary appear herein, is subject to all of the conditions, agreements, exclusions and limitations of and shall follow the underlying insurance in all respects, including changes by endorsement, and the insured shall, as soon as practicable, furnish the Company with copies of such changes.
- 7. Maintenance of Underlying Insurance. It is a condition of this policy that the policies of the underlying insurers shall be maintained in full effect during the currency of this policy. If the aggregate limit of liability of any underlying policy should be reduced or exhausted, this policy shall

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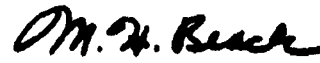
apply as though such aggregate had not been reduced or exhausted.

8. **Notification of Claims.** The insured upon knowledge of any accident or occurrence likely to give rise to a claim hereunder shall give immediate written notice thereof to the Company.
9. **Definitions.**
- a. **Loss.** The word "loss" means the sum paid in settlement of losses for which the insured is liable after making deductions for all recoveries, salvages, and other insurances (other than recoveries under the policies of the underlying insurers), whether such other insurance is recoverable or not.
  - b. **Costs.** The word "costs" means interest on judgments and investigation, adjustment and legal expenses (excluding, however, all expenses to salaried employees and counsel under general retainer and all office expenses of the insured).
10. **Cancellation.** This policy may be cancelled by the named insured by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by such insured or by the Company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

In witness whereof, The Travelers Indemnity Company has caused this policy to be signed by a Second Vice President and an Assistant Secretary at Hartford, Connecticut, and countersigned on the declarations page by a duly authorized agent of the Company.

  
Secretary

  
President

C-14505

MONS 154409

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

  - (a) any nuclear reactor,

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(Continued on reverse side)

**MONS 154410**

- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

This endorsement is executed by The Travelers Insurance Company as respects insurance afforded by that company only; it is executed by The Travelers Indemnity Company as respects insurance afforded by that company only.

THE TRAVELERS INSURANCE COMPANY

**4168A**

  
Secretary

THE TRAVELERS INDEMNITY COMPANY

  
Secretary

C-8495 9-59 PRINTED IN U.S.A. M.S.

**MONS 154411**

**ENDORSEMENT****THE TRAVELERS INSURANCE COMPANIES**

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 04-01-77 at the time of day the policy becomes effective. Amending Policy No. T-EX-144T994-A-77  
(Month, Day, Year)  
 Issued to MONSANTO COMPANY  
 Date of Issue: 06-03-77 EW Additional Premium \$ \_\_\_\_\_ Return Premium \$ \_\_\_\_\_

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**ITEM 4(A) OF DECLARATIONS TO READ:**

**\$1,000,000 PART OF \$30,750,000**

**ITEM 5 OF DECLARATIONS TO READ:****POLICY**

**VARIOUS UMBRELLA POLICIES**

Symbol No.

8000

C-17820 REV. 8-75 PRINTED IN U.S.A. (776) Countersigned By

**MONS 154412**

**ENDORSEMENT****THE TRAVELERS INSURANCE COMPANIES**

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 04-01-77 at the time of day the policy becomes effective. Amending Policy No. T-EX-144T994-A-77  
(Month, Day, Year)  
 Issued to MONSANTO COMPANY  
 Date of Issue: 07-28-77 HK Additional Premium \$ \_\_\_\_\_ Return Premium \$ \_\_\_\_\_

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

**ITEM 4(C) TO READ:**

**C) ANNUAL AGGREGATE \$1,000,000 WHERE AGGREGATE APPLICABLE**

SYMBOL NO.

**8000**

C-17820 REV. 8-75 PRINTED IN U.S.A. (770) Countersigned By \_\_\_\_\_

**MONS 154413**



agreed.  
9-9-77

**MONS 154414**

## ENDORSEMENT



## THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 04-01-77 at the time of day the policy becomes effective. Amending Policy No. TPB-03598  
(Month, Day, Year)  
 Issued to MONSANTO COMPANY  
 Date of Issue: 04-29-77 EW Additional Premium \$ \_\_\_\_\_ Return Premium \$ \_\_\_\_\_

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

COVERAGES TO READ EXCESS LIABILITY IN LIEU OF  
 GENERAL LIABILITY AND AUTO LIABILITY

Stamp No.

8000

*David N. Hunt*

C 12820 REV. 8-75 PRINTED 10-74 (778) Countersigned By \_\_\_\_\_

MONS 154415

## ENDORSEMENT



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from 04-01-77 at the time of day the policy becomes effective. Amending Policy No. T-EX-144T994-A-77  
(Month, Day, Year)  
 Issued to MONSANTO COMPANY  
 Date of Issue: 06-03-77 EW Additional Premium \$ \_\_\_\_\_ Return Premium \$ \_\_\_\_\_

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

## ITEM 10 - CANCELLATION CLAUSE - AMENDED TO READ:

THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THIS POLICY WRITTEN NOTICE STATING WHEN NOT LESS THAN TEN DAYS THEREAFTER IN THE CASE OF NON-PAYMENT OF PREMIUM AND THIRTY DAYS IN ALL OTHER CASES SUCH SHALL BE EFFECTIVE. THE MAILING NOTICE OF THE AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE. THE EFFECTIVE DATE AND HOUR OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD. DELIVERY OF SUCH WRITTEN NOTICE EITHER BY SUCH INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING.

SYMBOL NO.

8000(B)

C-17620 REV. 8-75 PRINTED IN U.S.A. (776) Countersigned By: \_\_\_\_\_

MONS 154416